



## TERMS AND CONDITIONS

Effective Date: September 25th 2023

Welcome to New Noise, an events and ticketing website ("Platform") operated by New Noise Pty Ltd ("New Noise", "we", "us", or "our"). These Terms & Conditions ("Terms") govern your access to and use of the Platform, its features, services, and any associated content. By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree with any portion of these Terms, please do not access or use the Platform.

### 1. Account Registration and Security:

1.1 You must be at least 18 years old to create an account on our Platform. By creating an account and using the Platform, you represent and warrant that you are of legal age to form a binding contract.

1.2 You agree to provide accurate, current, and complete information during the registration process. It is your responsibility to keep your account information updated.

1.3 You are solely responsible for maintaining the confidentiality and security of your account credentials. You agree to notify New Noise immediately of any unauthorized access or use of your account.

1.4 New Noise reserves the right to suspend or terminate your account if any information provided is found to be false, misleading, or in violation of these Terms.

### 2. Events and Ticketing:

2.1 New Noise partners with Oztix and TicketMaster Australia to sell tickets to events listed on our Platform. All ticket sales are governed by their respective terms of service and privacy policies.

2.2 New Noise endeavors to provide accurate and up-to-date information about events and ticket availability. However, we do not guarantee the accuracy, completeness, or availability of event listings, including ticket pricing, event dates, or venue details. Changes or cancellations may occur, and we encourage you to verify event details independently.

2.3 Any grievances related to event cancellations, refunds, or disputes arising from ticket purchases must be resolved directly with the ticketing partner from whom you purchased your ticket.

### 3. Use of the Platform:

3.1 You agree to use the Platform only for lawful purposes and in compliance with all applicable laws and regulations.

3.2 You may not use the Platform for any malicious, fraudulent, or harmful activities, including but not limited to hacking, unauthorized access, data scraping, or any activity that interferes with the proper functioning of the Platform or its services.

3.3 New Noise reserves the right to suspend, terminate, or restrict your access to the Platform, without notice, if we believe you have violated any provision of these Terms or engaged in illegal or unauthorized activities.

#### 4. Intellectual Property:

4.1 All content and materials available on the Platform, including but not limited to text, graphics, logos, images, software, and trademarks, are owned by or licensed to New Noise and are protected by intellectual property laws.

4.2 You may not reproduce, distribute, modify, or exploit any part of the Platform or its content without prior written permission from New Noise.

4.3 By submitting any content, including user-generated reviews or comments, to the Platform, you grant New Noise a non-exclusive, worldwide, royalty-free, perpetual, and transferable license to use, reproduce, modify, adapt, publish, translate, distribute, display, and sublicense such content for any purpose.

4.4 You may report any intellectual property infringement by sending a notice to New Noise's designated copyright agent, including the specific details of the alleged infringement.

#### 5. Limitation of Liability:

5.1 New Noise will not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from your use of the Platform or any events you attend through our Platform, including but not limited to any loss of profits, data, or goodwill.

5.2 New Noise does not guarantee the accuracy, completeness, or reliability of any content or materials on the Platform or the quality or legality of any events listed on the Platform.

5.3 New Noise disclaims any liability for any actions, omissions, or policies of third-party ticketing partners, event organizers, or any other third-party service providers.

5.4 New Noise's liability for any claim arising out of these Terms or your use of the Platform will be limited to the amount you paid to New Noise, if any, during the six-month period preceding the claim.

#### 6. Indemnification:

You agree to indemnify and hold New Noise, its officers, directors, employees, and agents harmless from any claims, losses, damages, liabilities, judgments, costs, or expenses arising from your use of the Platform, violation of these Terms, or infringement of any third-party rights.

#### 7. Modifications:

New Noise reserves the right to modify or revise these Terms at any time without notice. By continuing to use the Platform after any changes to the Terms, you agree to be bound by the revised terms.

#### 8. Governing Law and Jurisdiction:

These Terms and your use of the Platform shall be governed by and construed in accordance with the laws of Australia. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts located in the Gold Coast, Queensland.